



**DeKalb County
Department of Purchasing and Contracting**

REQUEST FOR PROPOSALS (RFP) NO. 16-500395

FOR

SERVICES AND INSTRUCTION

FOR DISLOCATED WORKERS

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Deadline for Receipt of Questions: **March 31, 2016**

Deadline for Submission of Proposals: **April 8, 2016**

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP TO THE DEPARTMENT OF PURCHASING AND CONTRACTING OF DEKALB COUNTY GOVERNMENT ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE RESPONDER.

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DeKalb County
Department of Purchasing and Contracting
Maloof Administration Building, 1300 Commerce Drive, 2nd Floor, Decatur, Georgia 30030

March 24, 2016

REQUEST FOR PROPOSAL (RFP) No. 16-500395

FOR

**SERVICES AND INSTRUCTION
FOR DISLOCATED WORKERS**

DEKALB COUNTY, GEORGIA

DeKalb County Government requests qualified individuals and firms with experience in federal dislocated worker programs to submit proposals for services and instruction to dislocated workers for the DeKalb Workforce Development (DWD), funded through the Workforce Innovation and Opportunity Act (WIOA). A copy of the Federal legislation is on file in the DWD office or it may be viewed on the internet at www.doleta.gov.

I. INTRODUCTION

- A.** The DeKalb County Workforce Development Board (DWDB) and the DeKalb County Workforce Development are requesting proposals from qualified sources to provide all careers and training services for WIOA eligible dislocated workers in accordance with the WIOA. The purpose of the RFP is to identify appropriate service providers to provide employment and training services for the Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Program for three (3) continuous years, contingent upon annual funding from the US Department of Labor (USDOL) and evaluation of successful performance. The proposed services will be funded under the Workforce Innovation and Opportunity Act of 2014 that amends the Workforce Investment Act, P.L.105-220, 20 USC 9201.
- B.** It is the intent of the DWDB to fund programs that assist dislocated workers in overcoming barriers such as long term unemployment, lack of work readiness skills, training, etc. that may hinder them from attaining livable wages and sustainable employment. Programs funded under this RFP will have a primary goal of aligning occupational skills training within the in-demand industry /occupation sectors while

creating a strong linkage to employment development through work based learning opportunities.

- C. For major WIOA service contracts, efficiency in operation is a paramount policy consideration for the Board, as disruption in service could adversely affect program clientele. WIOA funds are allocated for the purpose of operating a standardized program of services that span multiple program years, and require significant training and program management experience and understanding. In addition, sufficient non-federal resources at the provider level must be available to reimburse the state for any disallowed costs incurred as a result of erroneous eligibility determinations and/or other audit findings.
- D. Funding for program activities and contractual obligations are contingent on funds availability and any other circumstance beyond the control of DWD, effects of legislation impacting the availability of funding, sequestration and government shutdown.

LEGISLATIVE BACKGROUND

- A. Activities and projects funded under the scope of work as included in this RFP must address the purposes, intent, and program design specifications as defined in Title 1, Section 134 of the WIOA.

On August 7, 1998, President Clinton signed the Workforce Investment Act (WIA) of 1998, replacing JTPA effective July 1, 2000. On July 22, 2014 President Obama signed into law The Workforce Innovation and Opportunity Act (WIOA) that amends and reauthorizes WIA. The WIOA amendments demonstrates the importance of modernizing workforce and jobs training programs to help equip workers with the skills needed for 21st century jobs. The current WIA rules are available for review at the U.S. Department of Labor (DOL) Employment and Training Administration website at www.doleta.gov. The Workforce Investment Act Final Rules (WIA Regulations) at <http://www.doleta.gov/regs> provide in-depth definitions and information regarding the WIA terms and requirements referenced throughout this RFP. It will be the responsibility of the Contractor to have a working knowledge of the WIA regulations and the WIOA proposed regulations to which additional information will be shared as it becomes available.

For additional guidance on federal and state regulations regarding WIA and WIOA, please reference the website links listed below.

- a. **Workforce Implementation Guidance:** <http://www.georgia.org/competitive-advantages/workforce-division/technical-assistance/workforce-implementation-guidance-wig/>
- b. **WFD Policies and Procedures Guide:** <http://www.georgia.org/competitive-advantages/workforce-division/technical-assistance/>
- c. **TEGL No. 03-15:** https://wdr.doleta.gov/directives/attach/TEGL/TEGL_03-15_Acc.pdf
- d. **Federal Register:** <https://www.federalregister.gov/articles/2015/04/16/2015-05530/workforce-innovation-and-opportunity-act-notice-of-proposed-rulemaking#h-124>

- e. WIG PS-15-001 On-the-Job Training (PDF)
- f. TEGL No. 13-15: https://wdr.doleta.gov/directives/attach/TEGL/TEGL_13-15_Acc.pdf
- g. <http://www.georgia.org/wp-content/uploads/2015/06/WIG-PSGA-15-005-INCUMBENT-WORKER-TRAINING.pdf>

B. The purpose of dislocated Programs under WIOA:

1. Provide eligible participants seeking assistance a foundation of academic achievement, employment success, effective and comprehensive activities, which shall include a variety of options for improving educational and skill competencies and provide effective connections to employers;
2. Provide opportunities for training;
3. Provide continued supportive services;
4. Provide an objective assessment of the academic levels, skill levels, and service needs;
5. Develop employment plans which shall identify an employment goal;
6. Develop effective connections to intermediaries with strong links to the job market and local/regional employers.

C. Target Population:

The target population will be 18 years of age or older, a citizen or non-citizen authorized to work in the United States; and meet Military Selective Service registration requirements (males who are 18 or older and born on or after January 1, 1960, unless an exception is justified).

a. Supportive Services

In accordance with Supportive Service Policy of DWD, supportive services are WIOA-funded only when these services are not available through other agencies and that the services are necessary for the individual to participate in career or training services. Supportive services are made available on a case-by-case basis to anyone participating career or training services.

Supportive Services may include, but are not limited to:

- i. Transportation
- ii. Child Care
- iii. Dependent Care
- iv. Housing, and
- v. Needs-Related Payments (available only to the individuals enrolled in training services).

Per DWD Policy, supportive services funding allocation is limited to \$3,000.00 per participant per calendar year(365 days). Contractors may provide supportive service; however, contractors must document fund allocations within the mandated database.

- D.** The following Required Documents Checklist includes a list of attachments which must be completed and returned with Responder's technical proposal:

Required Documents	Attachment
Cost Proposal Form (1 copy, separate & sealed)	A
Proposal Cover Sheet	B
Contractor Reference and Release Form	C
Subcontractor Reference and Release Form (make additional copies as needed)	D
LSBE Documents – Exhibits A and B	E
Responder Affidavit	G
First Source Jobs Ordinance Acknowledgement Form	H
New Employee Tracking Form	I
Exceptions to the Standard County Contract, if any	

- E.** The services shall commence within ten (10) calendar days after acknowledgement of receipt of written notice to proceed and shall be completed within three (3) years.
- F.** The County reserves the right to make one (1) award or multiple awards.

II. STATEMENT OF WORK

Successful responders to this RFP must demonstrate the capacity to effectively manage statewide services consistent with DWD's one-stop service delivery model; commit to several program elements deemed by the Board to be required components of the Dislocated Worker program design; and recognize the direct oversight and leadership role that DWD shall maintain in managing service delivery contracts.

Additionally, Responder must:

- a. Have the management and fiscal capacity to administer a complicated federal grant program, as well as demonstrate experience in the operation of employment and training programs on a statewide level.
- b. Understand that only costs directly related to the operation of the grant program, and properly justified with supporting documentation will be allowable charges to this program. Required supporting documentation such as properly completed time cards, time sheets, travel reports, invoices, receipts, etc., must be maintained. Funds provided under WIOA shall not be used to supplant or duplicate facilities or services available in the area from federal, state, or local sources.

- c. Demonstrate a working knowledge of the Act, Final Rules and Regulations, the key program services required under WIOA, an understanding of the required performance measures and strategies for achieving measures, and how the effective delivery of Adult and Dislocated Worker Program services helps to align workforce and economic development efforts in the State.

Eligibility to operate a WIOA service delivery program, an agency or organization must meet the criteria listed below.

A. Program Design

1. Each program should be designed to provide service and a successful employment outcome for a minimum of one hundred sixty (160) WIOA eligible dislocated workers on an annual basis, totaling four hundred eighty (480) at the conclusion of the contract. Recruitment of appropriate targeted dislocated worker populations will be the responsibility of the contractor and in adherence with the WIOA guidelines.
2. Contractors are required to integrate basic skills with job specific skills, where appropriate, for all participants.
3. Programs must provide career services as a connection to subsidized or unsubsidized employment also known as Work Based Training. Efforts must be made to inform and educate eligible dislocated workers of the in-demand occupations in the local area. Internship opportunities in these high demand occupations are highly encouraged. (All internship employer locations must be properly vetted by the contractor and approved by DWD.)
4. Programs must include collaborations with at least two (2) partners from the following categories:
 - a. An education entity (i.e. a technical school, community college, or university);
 - b. A business or business consortium;
 - c. A community or faith-based organization; or
 - d. A government agency (i.e. social service agency, public housing agency, probation or other related program).

B. Measuring Performance and Outcomes

1. Contractor shall be responsible for achieving WIOA program performance goals. Performance goals shall be revised each contract year on an annual basis. Performance goals are established by USDOL. Performance goals are tracked through the Quarterly Performance Report. The chart below is an example of WIOA performance goals based on current measures.

Performance Measures/Goals

- i. Placement in Employment or Education – 80%
- ii. Attainment of a Degree or Certificate – 92%
- iii. Average 6 Month Earnings - \$21,000
- iv. Exit 40 program participants per quarter for a total not less than 160 per year

Performance measures change by program year and are re-negotiated. All updates regarding performance measures will be shared by DWD to the contractor.

The chart below is an example of WIOA performance goals based on current measures.

	Sample of Performance Expectations							
	Goal	1Q	2Q	3Q	4Q	Year to Date		
Participant Enrollment Goal	160	40	40	40	40	%	Units	
Entered Employment	80%	32	32	32	32	80%	128	
Employment Retention	92%	37	37	37	37	92%	148	
Avg. Six Month Wage	\$21K	\$21K	\$21K	\$21K	\$21K	\$21K	\$21K	

2. Contractor shall demonstrate achievement of the above outcomes on a quarterly basis with an annual review and assessment of outcomes. In the event an outcome target is not reached, the Contractor shall provide DWD with a detailed plan for corrective action within thirty (30) days. Corrective action plans shall be subject to DWD approval. Failure to obtain an approved corrective action plan, or to reach outcome targets after an approved corrective action plan has been implemented, may be considered unsatisfactory Contractor performance. DWD reserves the right to terminate the contract, or any portion thereof, with sixty (60) days advance written notice, due to unsatisfactory Contractor performance.
3. Performance Goals and Reporting Requirements, Contractor shall:
 - a. achieve all performance WIOA goals/measures as specified in the contract agreement
 - b. conduct follow-up services for all WIOA participant exiters and report on results as defined by WIOA regulation and/or DWD policy
 - c. work in concert to populate the Workforce Investment Act Standard Record Data (WIASRD) through the State mandated participant tracking system and to assure that the appropriate data is collected and tracked in developing the quarterly and annual performance reports assist DWD in conducting data validation activities consistent with federal requirements.

C. Case Management

1. Entities delivering the WIOA services to dislocated workers are required to case manage dislocated workers upon enrollment into services which is inclusive of follow-up services.
2. All eligible dislocated workers shall receive an Individual Employment Plan (IEP) that includes employability development plans, service objectives and plans, as well as educational and personal development goals. Contractors will be required to use the IEP template provided by DWD.
3. During the program period, dislocated workers shall go through an intake and assessment process with an IEP to guide their program involvement through the individual's participation term.
4. Contractors shall maintain a digital and hard copy case file for each eligible dislocated worker. The files will be considered DWDB property and original files must be turned over to the DWDB at the end of the contract unless other arrangements are made during contract termination.
5. Contractors shall properly utilize the mandated tracking database system to record, allocate, and track dislocated workers case management and supportive service activity.
6. Contractors must implement a system that monitors the eligible dislocated workers' time and attendance. Documentation must be submitted to reflect attainment of the minimum training hours and competencies.

D. Marketing, Promotions, and Outreach Activities

1. The Contractor shall submit a minimum of two written "customer success stories" to DWD for each program year of the agreement.
2. The Contractor shall coordinate any publicity and other promotional activities specific to WIOA activities with DWD, who shall be informed in advance of any promotional plans.
3. The Contractor shall clearly state that DWD is the sponsor of WIOA programs/services and related activities on all written and electronic materials developed with WIOA funds or promoting WIOA services/performance, including Contractor annual reports. Additionally, Contractor will also clearly follow all Federal, State, and County guidelines related to the promotion/allocation of all funds received via this RFP.
4. The Contractor shall comply with the disclaimer requirements of 29 CFR 37 (Equal Opportunity) on all solicitations, advertisements, or promotional activities.

5. The Contractor shall use the DWD logo as the heading on all program forms and written correspondence to WIOA customers/participants.
6. Regarding recruitment/outreach to participants and employers, the Contractor shall –
 - a. Develop a recruitment/outreach plan to reach potential WIOA eligible dislocated workers, customers, including traditional adult target populations (e.g., TANF, mature worker, economically disadvantaged, seasonal migrant farm workers, etc.).
 - b. Develop an annual enrollment plan by activity for DWD approval.
 - c. Promote the full array of services available in the DWD office on all recruitment/outreach efforts.
 - d. Implement a local recruitment/outreach plan in sufficient time to help meet full enrollment and expenditure/obligation performance goals for the annual contract period
 - e. Budget sufficient WIOA funding to support local recruitment/outreach plans to participants and employers, subject to administrative spending restrictions.
 - f. Coordinate recruitment/outreach plans with other DWD partners.

E. Personnel

1. All staff funded with WIOA funds shall have a written job description with roles and responsibilities specific to the delivery of WIOA services as specified in this RFP. The Contractor may not assign WIOA-funded staff to any duties or responsibilities beyond the comprehensive delivery of WIOA services without the express written consent of DWD.
2. The Contractor must have sufficient staff to ensure direct access to services in its location.
3. The Contractor shall submit a staffing plan to DWD for approval on an annual basis. The staffing plan shall be sufficient to provide for staff to deliver services on a statewide basis through the DWD office, yet cost effective to ensure the maximum use of funds for participant training.
4. The Contractor must be willing to maintain maximum staff flexibility to allow for the mobilization of appropriate staff to meet new and/or unexpected service delivery demands within the state.
5. The Contractor shall notify DWD immediately of any vacant WIOA position;

when new staff is expected to be hired, and be committed to filling staff vacancies with qualified candidates without delay.

6. The Contractor shall assign an administrator to serve as the contract manager to work with DWD on all issues related to carrying out the terms and conditions of the contract between DWD and Contractor
7. The Contractor shall ensure that WIOA funded staff , at a minimum, have the following skills, knowledge and/or abilities:
 - a. customer services skills
 - b. computer literacy skills sufficient to perform accurate and timely data entry and other data collection functions
 - c. knowledge of labor market information and resource tools
 - d. knowledge of skills and work readiness assessment techniques and tools
 - e. skilled in techniques for coaching others
 - f. ability to succeed in “team-work” environment
 - g. knowledge of history and purpose of workforce development programs
 - h. fiscal staff knowledgeable in OMB guidelines applicable to basic cost allocation plans, budgeting, system payment processes, training payments, etc.
8. The Contractor shall ensure that all staff hired to work under this contract are trained in the following areas:
 - a. WIOA process and procedures, specifically WIOA eligibility procedures, employment plans and assessment.
 - b. conducting intensive assessments, including the use of specific assessment tools approved for use by USDOL and/or DWD
 - c. planning for successful performance outcomes
 - d. information on re-employment services available through DWD
 - e. the use of specific USDOL workforce development/one-stop service Internet tools (e.g. Americas Career Net Tool, Americas Service Locator, ONET)
 - f. the use of Labor Market Information in determining career goals

- g. the use of the participant tracking system case management system, reporting requirements and interpretation of reported data
 - h. the rules and procedures governing confidentiality, and ensure a signed confidentiality form is included in the personnel file of each WIOA-funded staff person
- 9. The Contractor shall ensure that all staff funded through this contract have undergone a criminal background check and do not have any violations or convictions that could adversely affect the participants served under this program.
 - 10. The Contractor shall ensure that all staff read and sign the Statement of Confidentiality form provided by DWD, and that all such forms are filed in the individual personnel files maintained by the Contractor.
 - 11. The Contractor shall maintain full-time staff positions assigned to perform local quality assurance functions, including internal compliance monitoring of WIOA services and data validation responsibilities.
 - 12. Any sub-contracted staff shall be identified as such by the Contractor, and shall meet or at minimum staffing requirements articulated herein.

F. Programmatic & Financial Reporting and Management Requirements

Reporting requirements shall include both program and financial reports and will include but not be limited to the following:

- 1. Programmatic:
 - a. Timely and accurate data entry in the participant tracking management system to ensure current information is available for Quarterly and Final Quarterly Performance Reports (QPRs).
 - b. Quarterly plan versus actual enrollment reports.
 - c. Mid-year and year end performance and expenditure reports.
 - d. Contractors will be required to use participant tracking database enrollment, activity and performance report modules to manage system performance on the local level.
 - e. A written year-end program performance report by no later than the last day of August following the program year end date.

- f. Corrective action reports as deemed necessary.
- g. Ad-hoc reports requested by USDOL and/or DWD as deemed necessary.

2. Financial:

- a. Invoice for services and related expenses shall be billed monthly. Invoices are due by the last day of the month following the reporting month.
- b. The Contractor shall use the invoice format provided by DWD
- c. The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized DWD staff and/or its auditors. DWD reserves the right to require the Contractor to attach detailed documentation to support invoice costs at any point during the contract period
- d. Reporting Administration costs separate from Program costs consistent with federal cash management policies and procedures.
- e. The Contractor must report financial expenditure on an ACCRUAL basis (accrual reporting is required).

3. Property Management:

- a. The Contractor must maintain a fixed asset inventory system that clearly identifies all non-expendable property with a life expectancy of one year or more and a unit price of \$100 or more which is purchased or leased with WIOA funds.
- b. The Contractor will be required to submit to DWD a complete property inventory report that identifies all property (defined as a unit cost of \$250 or more) and equipment (defined as a unit cost of \$5,000 or more) at the end of each program year.

DWD reserves the right to adjust reporting requirements, upon mutual agreement with the Contractor, if such adjustments are deemed necessary to meet program objectives.

Regarding system management requirements and reporting, the Contractor shall:

- 1. Develop and maintain effective financial systems for the planning and budgeting of WIOA funds in accordance with WIOA regulations and applicable OMB guidelines.

2. Maintain participant hard copy and electronic case management system files in compliance with WIOA rules and regulations, and DWD procedures and policies.
3. Utilize the system at the time of registration/intake to avoid incomplete information and/or re-work, and ensure that all WIOA customer information is entered into the system within a specified period of time in accordance with DWD policy and procedures.
4. Assign an appropriate staff person to assist in the ongoing development of the participant tracking system, and to provide ongoing technical assistance and training for field staff on the participant tracking system.
5. Notify DWD in writing of any participant tracking database problems, or any other State-level system management issues that may interfere with the Contractor's ability to monitor and/or report on local performance in a timely manner.
6. Comply with all established reporting requirements, ensuring accurate and timely submissions.
 - a. Under WIOA, certain quantifiable performance measurements must be met each year. Contractors shall be required to track dislocated workers progress throughout enrollment and a follow-up period of not less than 12 months after program exit. As a pay for performance contract, in order to receive a bonus payment in the amount of 5% of the total allotted award, the contract must exceed annually the identified quarterly performance benchmarks.
 - b. All eligible dislocated workers information must be entered into the participant tracking database, as mandated by the State. Access will be provided by DWD. All contractors must cooperate in the collection of accurate and appropriate enrollment and exit data.
 - c. WIOA Dislocated Worker Performance Measures:
 - v. Placement in Employment or Education – 80%
 - vi. Attainment of a Degree or Certificate – 92%
 - vii. Average 6 Month Earnings - \$21,000
 - viii. Exit 40 program participants per quarter for a total not less than 160 per year

Performance measures change by program year and are re-negotiated. All updates regarding performance measures will be shared by DWD to the contractor.

7. For the purposes of this RFP:

- a. A placement has been defined as entered into employment in a training related field.
- b. A participant is considered to have successfully completed a service when he/she has **a.)** entered employment as defined above, **b.)** retained employment for one (1) year and **c.)** a 6-months average earnings of \$21,000.
- c. A program participant has been exited when program services have concluded and the twelve (12) month follow-up period has been initiated.
- d. Any dislocated workers institutionalized/incarcerated for more than 90 days or relocated to a mandated residential program at exit, dislocated workers exited for health/medical reasons or deceased, and dislocated workers called up for active duty are ***excluded*** from all performance measures.
- e. WIOA funds will only be available to programs that deliver and document achievement of the above performance measures for WIOA eligible dislocated workers.

G. Local Program Monitoring

Regarding local program monitoring and outcome management responsibilities, the Contractor shall:

1. DWD will conduct a comprehensive internal monitoring of WIOA program operations a minimum of twice per year (December (mid-point) and June (end-point)), using the monitoring tool by DWD, and DWD will submit a complete copy of each monitoring report to DWD for each monitoring activity.
2. DWD will conduct monitoring of each Contractor's office at least once within the program year to ensure program compliance; including the monitoring of sub-recipient relationships. A complete copy of each monitoring report will be provided for corrective actions.
3. Conduct pro-active management and monitoring of end-of-program performance outcome projections on the local level and make timely program/service delivery system adjustments as needed to achieve planned outcomes.
4. Conduct a comprehensive internal fiscal monitoring review at least once per program year that includes a fiscal review of any and all sub-contracts funded in full or part with WIOA funds.
5. Cooperate with DWD monitoring, and allow for full access to information, records and staff for compliance monitoring purposes.
6. Respond to monitoring report findings and/or corrective action directives within the time frames specified.
7. Assist with problem resolution for any audit and/or federal compliance findings

H. Contracting Possibilities

Regarding contracting responsibilities/requirements, the Contractor shall:

1. Develop appropriate documents for the payment of WIOA Dislocated Worker funds to eligible training providers and support service Contractors prior to authorizing any payments.
2. Provide both WIOA programmatic and financial technical assistance to eligible training providers and/or support service Contractors in WIOA Dislocated Worker issues, rules and regulations.
3. Ensure that no assignment or subcontracting of any of the rights or responsibilities of the Contractor is initiated unless approved in writing by DWD, or unless clearly described in the Statement of Work as written in the Contract agreement.

I. Policies and Procedures

Regarding policies and procedures, the Contractor shall:

1. Develop appropriate operational and fiscal policies and reporting procedures to ensure federal and state goals, objectives, and performance measures are met. Prior to implementation, all policies must be reviewed and approved by DWD.
2. Ensure that all staff are sufficiently trained in WIOA operational policies and reporting procedures.
3. Provide staff, in each DWD local office, access to both hard copy and electronic copies of all policies and procedures developed
4. Ensure that all newly developed policies and procedures are shared with all staff within 10 days of the policy/procedure effective date.
5. Engage other DWD partners in developing new policy and procedures that impact how WIA/WIOA services are delivered in the DWD Center.
6. Assign administrative level staff to assist in the development/revision of the State WIA/WIOA Plan, implementation of pilot projects or other undertakings identified and agreed upon by DWD, DWD Consortium members and the Contractor.

J. Participant Confidentiality

Regarding participant confidentiality, the Contractor shall –

1. Maintain participant confidentiality at all times. Confidentiality requirements include any information regarding project applications or participants and their immediate families that may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source.
2. Take reasonable steps to ensure the physical security of all data gathered, and inform each of its employees, Contractors, and sub-recipients having any involvement with personal data or other confidential information, of the laws and regulations relating to confidentiality.

K. Eligible Training Provider System (ETP)

1. The Contractor shall train staff in the ETP process in the role of assisting participants in understanding the ETP process.
2. The Contractor shall ensure that participants are only enrolled in training programs that will lead to employment in an occupation in demand in accordance with the State issued occupations in-demand list
3. The Contractor shall train staff in the use of the Consumer Report System (www.onetonline.org) and utilize this tool to assist customers interested in training services.
4. The Contractor shall place in the local policy/procedures handbook, all ETP policy and procedures, both state and local level, including exception/waiver provisions that exist, or may be developed, and train staff in these policies and procedures.

L. Grievance Procedures and Customer Complaints

1. The Contractor shall provide all applicants for WIA/WIOA services DWD's written grievance procedure notice, and ensure that a signed copy attesting to the receipt of this information is included in each applicant's hard copy file.
2. The Contractor shall train all staff in the WIA/WIOA grievance procedure process, which shall take precedence over any other Contractor-specific grievance procedures and policies when applied to WIA/WIOA funded participants/employees, and ensure that copies of all grievance policy and procedures are available in the Contractor's office.
3. The Contractor shall inform DWD immediately of all complaints oral and written, formal or informal, which are received by or about any WIA/WIOA funded staff and services.
4. The Contractor shall respond to all oral or informal e-mail "complaints" received directly, or forwarded by DWD within two days from receipt of the complaint.

M. Dispute Resolution

1. The Contractor agrees to use administrative processes and negotiation in attempting to resolve disputes arising from a contract. The Contractor shall continue performance of the contract activities during such dispute and shall immediately submit written request for informal review and consultation to DWD. Should the dispute not be resolved at this level within thirty (30) calendar days of such request, the Board, through its committee, shall review the disputed matter and after consultation with the Board Chair, and the Contractor, shall resolve same in accordance with standards as set forth in WIA Section 184, and such decision shall be rendered in writing and become binding to all parties. Nothing in this paragraph shall imply that the Contractor is prevented from appealing to DWD or State decisions pursuant to WIOA regulations.

N. Corrective Action

1. DWD reserves the right to conduct monitoring and evaluation of the performance provided under contract. DWD will notify the Contractor in writing of any deficiencies noted during such review, and may withhold or disallow payments as appropriate based upon such deficiencies. DWD will provide technical assistance to the Contractor related to the deficiencies noted. DWD shall conduct follow-up visits to review the previous deficiencies and to assess the efforts made to correct them. If such deficiencies persist, DWD may terminate the contract.

O. Legal Authority

1. Contractor assures and guarantees that it possesses the legal authority pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving Contractor legal authority to enter into a contract, receive the payments authorized under contract, and to perform the work Contractor has obligated itself to perform under contract.

P. Independent Contractors

1. It is expressly understood and agreed by both parties that DWD is subcontracting with the Contractor as an independent Contractor and that the Contractor agrees to indemnify DWD against all disallowed costs or other claims which may be established by the Contractor or any third party occurring in connection with the services to be provided by the Contractor under contract.
2. An agency or organization awarded a contract for the delivery of WIOA services shall:
 - a. Have demonstrated ability to be flexible and adapt quickly to change. Specifically, the agency or organization must operate within an infrastructure that can support the mobilization of existing staff, as well as the ability to ramp

up staffing on short notice, to meet the demand for specialized/customized services in response to mass layoffs and/or new program services – conversely, a contractor must be able to reduce staff as necessary.

- b. Be subject to an extensive set of fiscal and programmatic reporting and oversight requirements, which shall include the use of specific forms and reports required to carry out the monitoring and evaluation of programs as mandated by the federal regulations and/or DWD policy and procedures.
- c. Be liable for any disallowed or illegal expenditure of funds or program operations conducted under their contract - resources used to reimburse disallowed/illegal expenses may not come from federal funds.
- d. Be required to use the WIOA VOS case management system (or designated system), as well as maintain hardcopy participant files. All books, records, documents, and papers (including participant files) relating to WIOA service delivery shall be retained by the contractor for a minimum period of three (3) years following submission of the final expenditure report, participant exit or data validation date, or until such time as any litigation, audit findings or other claims have been resolved and so certified by DWD.
- e. Be required to sign a Contract for services, which will provide for the full indemnification and hold harmless of any liability to DWD and/or the Board for any activities conducted by the contractor. This includes a full statement of responsibility for reimbursing DWD for any costs or expenditures which are disallowed in an audit, or any other claims which might be made against a program operator by a WIOA participant or other interested party. The contractor shall also be required to subscribe to the WIOA assurances and certifications.
- f. Be required to assign staff whose sole responsibility and commitment is the delivery of comprehensive WIOA services. WIOA services shall be implemented as a “whole” service consistent with the intent of WIOA rules and regulations. No other federal, state or local program services offered by the contractor shall be allowed to take precedence over the intent of WIOA service delivery. Careful scrutiny of contractors with an inherent conflict of interest resulting from the operation of programs with conflicting mandates.
- g. Be required to ensure that all staff funded under contract is adequately trained in WIOA regulations, process and procedures, including EO and confidentiality procedures consistent with US DOL requirements.
- h. Be required to have the capacity to provide consistent content and quality of services on a statewide basis – i.e., in each of the 12 DWD offices.
- i. Be required to ensure timely data entry of participant enrollment and case

management information into the electronic WIOA case management system to ensure complete and accurate data is available to meet performance and reporting requirements.

- j. Be required to achieve established performance goals on a quarterly and annual bases; failure to meet performance goals shall require corrective action and/or be used as a factor in determining future contract awards.
 - k. Be required to ensure that participant confidentiality is maintained at all times.
 - l. Be required to recruit and enroll eligible individuals consistent with established enrollment goals.
 - m. Be required to develop local operational and fiscal policies and reporting procedures, to ensure federal and state goals, objectives and performance measures for WIOA funds are met.
- 3. The Contractor must be able to offer cost-effective services; preference will be given to those who combine Adult and Dislocated Worker services to maximize limited resources.
 - 4. The Contractor must have an existing financial infrastructure sufficient to support the processing of WIOA financial reports, WIOA participant training and support service payments, and the availability of non-federal financial resources to cover any costs incurred as a result of erroneous eligibility determinations and/or disallowed program activities.
 - 5. The Contractor shall be registered (and in good standing) to conduct business in the State of Georgia, and must not be the subject of any past or current federal suspension or disbarment proceedings.
 - 6. The Contractor shall carry appropriate liability and workers compensation insurances.
 - 7. The Contractor must have the ability to carry out the Direct Service Requirements as defined in this RFP.

In addition, Contractors shall abide by State procedures that recognize DWD as the sole contact with the U.S. Department of Labor (USDOL) for all issues related to the implementation and management of WIOA funded activities in the State of Georgia. As such, all contractor communication with USDOL regarding WIOA issues must be directed through DWD.

The Contractor shall develop, implement, and maintain statewide WIOA Dislocated Worker services and/or programs consistent with WIOA regulations, Georgia Department of Economic Development, Workforce Division, State Plan and DWD policy and procedures

such as, but not limited to, the Workforce Implementation Guidance and Training and Employment Guidance Letters. In carrying out the direct service requirements listed below the Contractor shall:

- A. ensure WIOA funds are charged to only those individuals determined to be WIOA eligible in accordance with WIOA law and regulations;
- B. develop and implement all WIOA-funded services consistent with the goals and objectives of the DWD and the State and DWD branding; and
- C. coordinate services to avoid duplication of services with DWD partner agencies

The primary direct service requirements for the Contractor shall be as follows:

To provide Career and Training Services to eligible Dislocated Workers as defined in WIOA.

- A. To provide for the application process for dislocated workers who are interested in accessing WIOA services. The application process will be performed according to rules as issued by the DWD and/or the U.S. Department of Labor. The DWD case management system shall be the only system used in this process.
- B. To provide eligibility determination for dislocated workers entering WIOA programs. This determination will be performed according to rules as issued by DWD, consistent with U. S. Department of Labor regulations. The participant tracking system shall be the only system used in this process.
- C. To provide assessment services including assessment of basic skills, abilities, interests, evaluation of work history, evaluation of support service needs and other assessment instruments that might be of value in assisting the customer. All assessment processes and tools must be approved by DWD prior to implementation and must be applied in a consistent and equitable manner.
- D. To provide for individual employment plans required for participation in WIOA programs. These plans will be documented in the participant tracking system. Each customer receiving WIOA career services will jointly develop an IEP (Individual Employment Plan) with the assistance of a counselor/case manager.
- E. To provide case management for customers. This means frequent (30 day contact) according to rules established by DWD. Case management efforts will be documented in the participant tracking system.
- F. To provide supportive services determined to be necessary for the customer's participation.
- G. To provide other intensive services determined to be necessary or that are prescribed by DWD.

- H. To assist customers in making informed customer choice in the selection of service providers for training.
- I. To deliver or assist DWD in the delivery of rapid response services to dislocated workers.
- J. To refer customers to other services when the customer is not eligible for participation in WIOA activities.
- K. To provide information on the full array of applicable or appropriate services that are available through the local DWD office, other eligible providers or One-Stop Partners.
- L. To enroll all Trade Act eligible customers in WIOA Dislocated Worker programs as appropriate, and ensure that services are non-duplicative of those services provided for and/or funded through the Trade Act program.
- M. To provide 12 month follow-up services for all participants who exit the program, consistent with WIOA regulations.
- N. To adhere at all times to the Priority of Service policy and procedures established by the DWD Consortium.

The Contractor should review each statement below to ensure capacity for compliance before submitting a proposal for consideration. Some items listed below are repetitive of provisions cited earlier in this proposal.

- 1. All solicitations are contingent upon availability of funds.
- 2. This RFP is for a three (3) year contract.
- 3. DWD reserves the right to accept or reject any or all proposals received.
- 4. The Board is not required to award bids to the lowest Contractor or to the best score, but must make award decisions based on the best overall proposals considering all relevant factors. These factors include, but are not limited to: price, technical qualifications, and demonstrated experience.
- 5. DWD reserves the right to waive informalities and minor irregularities in offers received.
- 6. The Board reserves the right to re-release this RFP if no qualified applications are received and/or due to funding restrictions, reallocations, or any other funding/program-related issues at the state or federal level.
- 7. This RFP does not commit DWD to award a contract.
- 8. This RFP is for WIOA services and other related programs and funding streams which may become available to DWD during the contract period for same/similar services.
- 9. DWD reserves the right to request additional data or oral discussion or documentation in support of written offers.
- 10. No costs will be paid to cover the expense of preparing a proposal or procuring a contract for services or supplies under WIOA.
- 11. All data, material, and documentation originated and prepared by the Contractor pursuant

- to the contract shall belong exclusively to DWD and be subject to disclosure under the Freedom of Information Act.
12. Formal notification to award a contract and the actual execution of a contract are subject to the following: receipt of WIOA funds anticipated, results of negotiations between selected contractor and DWD staff, continued availability of WIOA funds.
 13. Any changes to the WIOA program, performance measures, funding level, or board direction may result in a change in contracting. In such instances, DWD will not be held liable for what is in the Contractor's proposal or this Request for Proposals package.
 14. Proposals submitted for funding consideration must be consistent with, and if funded operated according to, the federal WIOA legislation, all applicable federal regulations, Georgia Department of Economic Development, Workforce Division, and DWD policies and procedures.
 15. The Contractor selected for funding must also ensure compliance with the following, as applicable: U.S. DOL regulations 20 CFR Part 652; 29 CFR Parts 96, 93, 37,2, and 98; and 48 CFR Part 31; Office of Management and Budget (OMB) Circulars A-21, A-87, A-110, A-122, and A-133 OR 46 CFR part 31, whichever is applicable.
 16. The Contractor will be expected to adhere to DWD procedures to collect, verify, and submit required data as required and submit monthly invoices to DWD.
 17. Additional funds received by DWD may be contracted by expanding existing programs or by consideration of proposals not initially funded under this RFP, if such proposals were rated in the competitive range. These decisions shall be at the discretion of the Board.
 18. DWD may decide not to fund part or all of a proposal even though it is found to be in the competitive range if, in the opinion of DWD, the services proposed are not needed, or the costs are higher than DWD finds reasonable in relation to the overall funds available, or if past management concerns lead DWD to believe that the Contractor has undertaken more services than it can successfully provide.
 19. DWD has a right to fund a lower ranked proposal over a higher ranked proposal because of valid policy considerations, including but not limited to, organizational experience, geographical considerations, leveraging of outside resources, and target populations.
 20. Any proposal approved for funding is contingent on the results of a pre-award review that may be conducted by DeKalb County Selection Committee and DWD Board. This site visit will establish, to DWD's satisfaction, whether the Contractor is capable of conducting and carrying out the provisions of the proposed contract. If the results of the site visit indicate, in the opinion of DWD, that the Contractor may not be able to fulfill contract expectations, DWD reserves the right not to enter into contract with the organization, regardless of DWD approval of the Contractor's proposal.
 21. DWD is required to abide by all WIOA legislation and regulations. Therefore, DWD reserves the right to modify or alter the requirements and standards set forth in this RFP based on program requirements mandated by state or federal agencies.
 22. Contractors must ensure equal opportunity to all individuals. No individual shall be excluded from participation in, denied the benefits of, or subjected to discrimination under any WIOA-funded program or activity because of race, color, religion, sex, national origin, age, disability, or political affiliation or belief.
 23. Contractors must ensure access to individuals with disabilities pursuant to the Americans with Disabilities Act.

24. Contractors must accept liability for all aspects of any WIOA program conducted under contract with DWD. Contractors will be liable for any disallowed costs or illegal expenditures of funds or program operations conducted. Disallowed costs may not be paid with any other federal funds.
25. Reductions in the funding level of any contract resulting from this solicitation process may be considered during the contract period when a Contractor fails to meet expenditure, participant, and/or outcome goals specified in the contract or when anticipated funding is not forthcoming from the federal or state governments.
26. Contractors will allow local, state, and federal representatives access to all WIOA records, program materials, staff, and participants. In addition, Contractors are required to maintain all WIOA records for seven years, beginning on the last day of the program year. (29 CFR Part 95) Records pulled for data validation purposes will restart the seven year clock.
27. The contract award will not be final until DWD and the Contractor have executed a mutually satisfactory contractual agreement. DWD reserves the right to make an award without further discussion of the proposal submitted. No program activity may begin prior to final DWD approval of the award and execution of a contractual agreement between the successful Contractor and DWD.
28. DWD reserves the right to cancel an award immediately if new state or federal regulations or policy makes it necessary to change the program purpose or content substantially, or to prohibit such a program.
29. DWD reserves the right to determine both the number and the funding levels of contracts finally awarded. Such determination will depend upon overall fund availability and other factors arising during the proposal review process. Bids submitted which are over the maximum amount of funds specified for this RFP will be rejected.
30. The proposal warrants that the costs quoted for services in response to the RFP are not in excess of those that would be charged any other individual for the same services performed by the Contractor.
31. All Contractors shall purchase annually an organization-wide audit according to the requirements of the Single Audit Act and Office of Management and Budget Circular A-128 or A-133, as appropriate. Commercial organizations will purchase A-128 audits. Include audit costs in the proposed budget detail.
32. Each party shall be responsible for the negligence of its own employees or agents in the performance of this contract. All contracts warrant that the contractor will maintain coverage sufficient to cover contracting activities. At the request of DWD, the contractor will provide certification of third party insurance or self-insurance and bonding. Insurance and bonding coverage will be effective for the term of the contract.
33. Applicants are advised that most documents in the possession of DWD are considered public records and subject to disclosure under the State of Georgia's Public Records Law.
34. Continuation of funding is dependent on availability of federal funds and the Contractor's successful performance to be evaluated at the end of each program year.
35. Attendance is required at any training during the program year deemed mandatory by DWD, and the Contractor must ensure that funds are available to support such attendance.
36. That Contractor will be legally obligated to enter all required data relating to all participants served during the contract period in the State's Virtual One-Stop System

- (VOS). Contractors shall be responsible for keeping participant files up-to-date, especially in time to meet quarterly reporting deadline requirements.
37. The Contractor will be legally obligated to turn over complete data files in the specified electronic format, as well as hard copy case files, to DWD at the time that the Contractor ceases to operate the WIOA Dislocated Worker program.
 38. The Contractor will ensure that criminal record checks are performed for all employees who have direct contact with program participants.
 39. DWD will be monitoring, auditing, and evaluating the Contractor's fiscal records, written policies and procedures, programs and activities throughout the contract period. Contractors must allow DWD staff or its agent full access to all files, policies and procedures, and records relating directly to WIOA funding, client case files, accounting files and records, and any related files and records associated with proper accounting of such funds and clients. Denying access to records, files, policies and procedures, and related information shall be sufficient reason to terminate the contract immediately.
 40. Contractors need to be aware that WIOA implementation is scheduled for full implementation effective spring 2016 and may result in significant programmatic and/or funding changes.
 41. Contractor shall not subcontract in whole or any part any contractual duties without the written prior approval of the DWD/Board. The Contractor remains responsible for assuring compliance by such sub-Contractors with WIOA, Federal, State and local laws, regulations, policies, procedures, and the contract conditions.
 42. All contract staff funded with WIOA funds must agree to the terms of confidentiality and sign a confidentiality agreement to the affect.
 43. The selected Contractor must be in compliance with and/or agree to comply with all of the program assurances and certifications required by DWD and/or State and Federal law as outlined in Attachment I – Certifications, Assurances and Contract Forms, included in this RFP document.
 44. Once a contract is awarded, that Contractor becomes fully responsible for administration of the program(s) and other policies or regulations established by the U.S. Department of Labor, Georgia Department of Economic Development, Workforce Division, DWD, and/or the Board.
 45. All Contractors must be registered with the Georgia Secretary of State as a Vendor in order to enter into contracts with the State of Georgia (i.e., DWD). Contractors must provide a current copy of such certification or a copy of the submitted application for certification.

III. PROPOSAL FORMAT

Responders are required to submit their proposals in the following format:

A. Cost Proposal

1. The cost proposal must be submitted in a separate, sealed envelope with the responder's name and "Cost Proposal for Request for Proposals **No. 16-500395** for **Services and Instruction for Dislocated Workers** on the outside of the envelope.

2. The sealed envelope containing the cost proposal is requested to be included in the sealed package containing the technical proposal.
3. **DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.** Including fees in any area outside of the Cost Proposal in its separate, sealed envelope may result in Responder's proposal being deemed non-responsive.
4. Responders are required to submit their costs on Attachment A, *Cost Proposal Form*. **Responder shall not alter the cost proposal form.**

B. Technical Proposal

DO NOT INCLUDE ANY COSTS OF ANY KIND IN THE TECHNICAL PROPOSAL.

1. Technical Proposals must be submitted in a sealed envelope(s) or box(es) with the responder's name and "Request for Proposals No.16-500395 for Services and Instruction for Dislocated Workers on the outside of each envelope or box.
2. Responder shall complete Attachment B, *Proposal Cover Sheet*, and include this as the first page of the technical proposal.
3. Organizational Qualifications:
 - a. Describe your agency's vision, mission, staffing and service expertise. Include details on services provided, current customer base, funding sources, and funding stability.
 - b. Describe how your organization's goals relate to the WIA/WIOA/Wagner Peyser State plan goals.
 - c. Describe your organizations experience related to providing same/similar services as required in the Statement of Work and/or throughout the RFP. Specify what if any experience your organization has with serving diverse customers (e.g., employers, economically disadvantaged, individuals with disabilities, and dislocated workers.) Specify what if any, experience in managing workforce development programs, including working with state and/or federal regulations. Describe any comparable previous experience or any special or technical skills and resources that make you capable of successfully providing the services you are proposing.
 - d. Describe your organizations capacity to carry out your proposed program design; including your organization's capacity to deliver services statewide. Include a description of your organizations current financial system and evidence that your organization has the capacity for the financial management and reporting required as stated in the Statement of Work.
 - e. Describe your organization's success in meeting and exceeding performance

measures. What were the measures, how were they tracked, how did you perform, what successes are you most proud of, and why do you believe you were successful?

4. Description of Partnership :

- a. Identify key partners and how they were involved in the development of your proposal.
- b. Describe how your organization will partner/collaborate with state agencies, community-based organizations, service providers, and other WIA/WIOA-mandated partners. Be sure to include a clear statement of relationship between your organization and each partner, how you will foster clear communication, align your efforts, leverage funds to maximize limited resources, integrate services to avoid/reduce duplication of services, and work together to achieve common measures of performance.

(Please attach letters of commitment from any partner with whom you will have a contractual relationship or will play a critical role in delivering your proposed program: These letters do not count in your total page limit).

- c. Describe how you will work with economic development partners on both the local and state level in support of economic development priorities related to creating a trained workforce for the future.

5. Description of Program Design:

- a. Describe your service delivery approach for eligible participants. Include how you will provide the services outlined in the Statement of Work.

Be sure to include details on the following:

- i. How you propose to recruit, manage, and assess dislocated workers for career services and/or training.
- ii. Describe plan for support services (who, when and to what extent)
- iii. Describe who will receive training services and how training services will be managed. Include a description of the type of training services that will be offered (e.g., ITA, OJT, Customized and/or Incumbent Worker training)
- iv. Describe plan for job placement services and how proposed services will increase the likelihood of participants finding and keeping employment.
- v. Describe plan for follow-up services for participants exiting the program.

- b. Business engagement is reinforced in WIOA as a critical component for a successful WIOA service delivery model. Describe your proposed approach to business services and what performance measures you would establish to determine effectiveness.
- c. Describe what new and innovative approach (s) you will employ to align your program services with the overarching job-driven strategies identified by USDOL. Specifically, give examples of how your services delivery model will use **career** pathways and sector strategies to provide education and employment and training

- assistance to accelerate job seekers' educational and career advancement.
- d. List three to five primary reasons why your organization is best suited to win this contract award for the next four years.
6. Personnel:
 - a. Identify the individuals who will be part of the project team;
 - b. Include any outside personnel, such as subcontractors; and
 - c. Provide detailed resumes of team members and subcontractors who will be directly working on the project.
 7. Responder must provide financial statements (balance sheet, income statement and cash flow statement) for the last three 3 years that evidence that the responder has the financial capacity to perform the scope of work.
 8. References:
 - a. Responder shall provide three (3) references for projects similar in size and scope to the project specified herein using the *Reference and Release Form* attached hereto as Attachment C.
 - b. Provide three (3) references for each subcontractor proposed as a part of the project team. The references shall be for the same or similar types of services to be performed by the subcontractor (including LSBE-DeKalb and LSBE-MSA firms) on projects similar in size and scope to the project outlined in this RFP. Use Attachment D, Subcontractor Reference and Release Form. Make additional copies as needed.
 9. Provide the following information: Are you a DeKalb County Firm? Yes/No.

C. Local Small Business Enterprise Ordinance

It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts, including Local Small Business Enterprises (LSBE), Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). See Attachment E of this RFP. The County's *Schedule of Local Small Business Enterprise Participation, Minority Business Enterprise and Women Business Enterprise Opportunity Tracking Form* (Exhibit A) and *Letter of Intent to Perform as a Subcontractor or Provide Materials or Services* (Exhibit B) are included in the Request for Proposal (RFP), along with sample report forms (Exhibit C). The current DeKalb County List of Certified Vendors may be found on the DeKalb County website.

For details relative to DeKalb County's Local Small Business Enterprise Ordinance, contact the Contract Compliance Division at contract@dekalbcountyga.gov or 404.371.4795.

In order for a Proposal to be considered, it is **mandatory** that the *Schedule of Local Small Business Enterprise Participation, Minority Business Enterprise and Women Business*

Enterprise Opportunity Tracking Form (Exhibit A) and *Letter of Intent to Perform as a Subcontractor or Provide Materials or Services* (Exhibit B) be completed and submitted with responder's proposal.

D. Federal Work Authorization Program Contractor and Subcontractor Evidence of Compliance

All qualifying contractors and subcontractors performing work with DeKalb County, Georgia must register and participate in the federal work authorization program to verify the work eligibility information of new employees. Successful responder(s) shall be required to register and participate in the federal work authorization program which is a part of Attachment F, *Sample County Contract*. In order for a Proposal to be considered, it is **mandatory** that the *Responder Affidavit*, Attachment G, be completed and submitted with responder's proposal.

IV. CRITERIA FOR EVALUATION

The following evaluation criteria will be used as the basis for the evaluation of proposals.

- A. Cost (5 points)
- B. Organizational Qualifications (25 points)
- C. Description of Partnerships (25 points)
- D. Program Design/Personnel (40 points)
- E. References (5 points)
- F. Local Small Business Enterprise Participation (10 points LSBE/DeKalb, 5 points LSBE/MSA) - bonus
- G. Optional Interview for Shortlisted Firms -bonus

V. CONTRACT ADMINISTRATION

A. Standard County Contract

The attached sample contract is the County's standard contract document (see Attachment F), which specifically outlines the contractual responsibilities. All responders should thoroughly review the document prior to submitting a proposal. Any proposed revisions to the terms or language of this document must be submitted in writing with the responder's response to the request for proposals. Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the County, responders should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made in the contract after award by the Board of Commissioners.

B. Submittal Instructions

One (1) original Technical Proposal stamped "Original" and five (5) compact discs with each disc containing an identical copy of the Technical Proposal; and one (1)

original Cost Proposal (see Section III.A. for additional instructions regarding submittal of Cost Proposal) must be submitted to the following address no later than 3:00 p.m. on **April 8, 2016**.

DeKalb County Department of Purchasing and Contracting
The Maloof Center, 2nd Floor
1300 Commerce Drive
Decatur, Georgia 30030

Proposals must be clearly identified on the outside of the packaging with the responder's name and "Request for Proposals No.16-500395 for Services and Instruction for Dislocated Workers" on the outside of the envelope(s) or box(es).

C. Pre-Proposal Conference

There will NOT be a pre-proposal conference for responders under this RFP. A copy of the proposal documents will be available and/or advertised on the Purchasing and Contracting website.

http://www.dekalbcountyga.gov/purchasing/pc_formal_solicitation_current_bids.html

D. Questions

All questions concerning the Project and requests for interpretation of the Contract may be asked and answered at the pre-bid conference; however, oral answers are not authoritative. Questions must be submitted to Sonia Gilbert, via email to sagilbert@dekalbcountyga.gov, no later than close of business on March 31, 2016. Questions and requests for interpretation received by the Department of Purchasing and Contracting after this date will not receive a response or be the subject of addenda.

E. Acknowledgment of Addenda

Addenda may be issued in response to changes in the RFP. It is the responsibility of the responder to ensure awareness of all addenda issued for this solicitation. Please acknowledge the addenda and submit to the Department of Purchasing and Contracting as requested. Responder may call Sonia Gilbert at 404 371-6337 or send an email to sagilbert@dekalbcountyga.gov to verify the number of addenda prior to submission. Addenda issued for this project may be found on DeKalb County's website, <http://www.dekalbcountyga.gov/purchasing/pc-formal-bids-&-rfps.html>.

F. Proposal Duration

Proposals submitted in response to this RFP must be valid for a period of One Hundred Twenty (120) days from proposal submission deadline and must be so marked.

G. Project Director/Contract Manager

The County will designate a Project Director/Contract Manager to coordinate this project for the County. The successful responder will perform all work required pursuant to the contract under the direction of and subject to the approval of the designated Project Director/Contract Manager. All issues including, payment issues, shall be submitted to the Project Director/Contract Manager for resolution.

H. Expenses of Preparing Responses to this RFP

The County accepts no responsibility for any expenses incurred by the responders to this RFP. Such expenses are to be borne exclusively by the responders.

I. Georgia Open Records Act

Without regard to any designation made by the person or entity making a submission, DeKalb County considers all information submitted in response to this invitation or request to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq., without consulting or contacting the person or entity making the submission, unless a court order is presented with the submission. You may wish to consult an attorney or obtain legal advice prior to making a submission.

J. First Source Jobs Ordinance

The DeKalb County First Source Jobs Ordinance requires contractors or beneficiaries entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more make a good faith effort to hire DeKalb County residents for at least 50% of jobs using the First Source Registry (candidate database). The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. For more information on this Ordinance requirement, please contact DeKalb Workforce Development at 404.687.3400.

Responder shall complete the First Source Jobs Ordinance Acknowledgement Form attached to this RFP as Attachment H.

K. Preferred Employees

Contractors, subcontractors, and independent contractors bidding on this contract will be **encouraged** by DeKalb County to have 25% or more of their labor force consisting of Preferred Entry Level Employees selected from the First Source Registry and trained by a

U.S. Department of Labor registered apprenticeship program.

For information on Preferred Employees, please contact DeKalb County Workforce Development by telephone at 404-687-3417 or 404-687-7171.

Responder shall complete the Preferred Employee Tracking Form attached to this RFP as Attachment I.

L. Business License

Upon award of the contract, successful responder shall submit a copy of its valid company business license. If the responder is a Georgia corporation, responder shall submit a valid county or city business license. If the responder is not a Georgia corporation, responder shall submit a certificate of authority to transact business in the state of Georgia and a copy of its valid business license issued by its home jurisdiction. If responder holds a professional certification which is licensed by the state of Georgia, then responder shall submit a copy of its valid professional license. Any license submitted in response to this requirement shall be maintained by the responder for the duration of the contract.

M. Right to Audit

The County shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with County funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the County.

VI. AWARD OF CONTRACT

An evaluation committee will review and rate all proposals and may determine an interview list of the firms whose proposals are highest rated based on qualifications and information provided in Section III, Proposal Format, and Section IV, Evaluation Criteria.

Interview listed firms may be scheduled for an oral presentation to the evaluation committee, not to exceed one hour's duration, in order to respond to questions from the evaluation committee relevant to the firm's proposal.

The evaluation committee will make its recommendation for award to the DeKalb County Board of Commissioners, who will make the final decision as to award of contract.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO RE-ADVERTISE.

Sincerely,

Sonia Gilbert
Senior Procurement Agent
Department of Purchasing and Contracting

Attachment A: Cost Proposal
Attachment B: Proposal Cover Sheet
Attachment C: Contractor Reference and Release Form
Attachment D: Subcontractor Reference and Release Form
Attachment E: LSBE/MBE/WBE Opportunity Tracking Form
Attachment F: Sample County Contract
Attachment G: Responder Affidavit
Attachment H: First Source Jobs Ordinance Acknowledgement
Attachment I: Preferred Employee Tracking Form

ATTACHMENT A
COST PROPOSAL FORM
(consisting of 2 pages)
SERVICES AND INSTRUCTION
FOR
DISLOCATED WORKERS

Responder: Please complete the attached pages of the Cost Proposal Form, and return them with this cover page. The cost proposal must be submitted in a separate, sealed envelope with the Responder's name and "Request for Proposals No. 16-500395 Services and Instruction for Dislocated Workers" clearly identified on the outside of the envelope.

By signing this page, Responder acknowledges that he has carefully examined and fully understands the Contract, Scope of Work, and other attached documents, and hereby agrees that if his proposal is accepted, he will contract with DeKalb County according to the Request for Proposal documents.

Please provide the following information:

Name of Firm: _____

Address: _____

Contact Person Submitting Proposal:_____

Title of Contact Person:_____

Telephone Number:_____

Fax Number:_____

E-mail Address:_____

Signature of Contact Person

Title of Contact Person

ATTACHMENT A
COST PROPOSAL FORM

Cost proposal form is provided for initial budget *planning purposes only*. Available funds are an estimate. The Contractor will be required to work with DWD to develop a more detailed budget for agreed upon costs as part of the contract negotiations process.

COST AND PRICE ANALYSIS

	CATEGORY	TOTAL BUDGET	IN-KIND	TOTAL BUDGET MINUS IN-KIND
1.	Staff Salaries			
2.	Staff Fringes			
	TOTAL PERSONNEL (1 + 2)			
3.	Staff / Student Travel			
4.	Communications			
5.	Facilities			
6.	Insurance			
7.	Operating Supplies			
8.	Equipment			
9.	Subcontractors			
10.	Tuition/Off the Shelf			
11.	Client Wages			
12.	Client Fringes			
13.	Client Allowances			
14.	Client Support Services			
15.	Miscellaneous Direct			
B.	Lines 1-15 Total Direct Costs			
16.	Indirect Costs			
C.	BUDGET TOTAL			

Budget Narrative

(Maximum of two pages)

1. Please use this section to describe your budget assumptions, sources of leveraged funds if any, unique expenditures, or other budget information you would like the evaluation committee to know. Provide written justification for the proposed expenses by line item for the first year of the project. The Budget Narrative should provide enough information that proposal evaluators need not seek clarification of the Contractor's budget proposal.
2. Please use this document to add information related to your Planned Enrollments as they relate to planned expenditures within your line item budget as appropriate.

ATTACHMENT B

PROPOSAL COVER SHEET

NOTE: Read all instructions, conditions and specifications in detail before completing this Request for Proposal.

Please complete and include this cover sheet with your technical proposal.

Company Name		Federal Tax ID#	
Complete Primary Address	County	City	Zip Code
Mailing Address (if different)	City	State	Zip Code
Contact Person Name and Title	Telephone Number (include area code)		
Email Address	Fax Number (include area code)		
Company Website Address	Type of Organization (check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		
<p>Proposals for 16-500395 Services and Instruction for Dislocated Workers described herein will be received in the Purchasing & Contracting Department, Room 2nd Floor, The Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030 on April 8, 2016 until <u>3:00 p.m. (EST)</u>. Proposals shall be marked in accordance with the RFP, Section V.B.</p> <p>CAUTION: The Decatur Postmaster will not deliver certified or Special Delivery Mail to specific addresses within DeKalb County Government. When sending bids or time sensitive documents, you may want to consider a courier that will deliver to specific addresses.</p>			
<p>Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.</p>			
Authorized Representative Signature(s)		Title(s)	
Type or Print Name(s)		Date	

ATTACHMENT C
CONTRACTOR REFERENCE AND RELEASE FORM

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this RFP.

Signed _____ Title _____
 (Authorized Signature of Proposer)

Company Name _____ Date _____

ATTACHMENT D
SUBCONTRACTOR REFERENCE AND RELEASE FORM

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this RFP.

Signed _____ Title _____
 (Authorized Signature of Proposer)

Company Name _____ Date _____

ATTACHMENT E

Purchasing & Contracting Form No. 7, Page 1
Rev. 12-5-12

SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE OPPORTUNITY TRACKING FORM

The Chief Executive Officer and the Board of Commissioners of DeKalb County believe that it is important to encourage the participation of small and local businesses in the continuing business of County government; and that the participation of these types of businesses in procurement will strengthen the overall economic fabric of DeKalb County, contribute to the County's economy and tax base, and provide employment to local residents. Therefore, the Chief Executive Officer and the Board of Commissioners have made the success of local small businesses a permanent goal of DeKalb County by implementing the Local Small Business Enterprise Ordinance.

PROVISIONS OF LOCAL SMALL BUSINESS ENTERPRISE (LSBE) ORDINANCE

Amount of LSBE Participation Required
20% of Total Award

	Request For Proposals (RFP)	Invitations To Bid (ITB)
LSBE Within DeKalb (LSBE-DeKalb)	Ten (10) Percentage Points	Ten (10) Percent Preference
LSBE Outside DeKalb (LSBE-MSA)	Five (5) Percentage Points	Five (5) Percent Preference

Certified Local Small Business Enterprises (LSBEs) located within DeKalb County and prime contractors utilizing LSBEs that are locally-based inside DeKalb County shall receive ten (10) percentage points in the initial evaluation of their response to any Request for Proposal and a ten (10) percent preference on all responses to any Invitation to Bid. Certified LSBEs located outside of DeKalb County but within the ten (10) County Metropolitan Statistical Area (MSA) consisting of Cherokee, Clayton, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale Counties shall receive five (5) percentage points in the initial evaluation of their response to any Request for Proposal and a five (5) percent preference on all responses to any Invitation to Bid.

For all qualified sealed solicitations, the Director of Purchasing and Contracting, DeKalb County Government, shall determine if the bidder/proposer has included written documentation showing that at least twenty percent (20%) of the total contract award will be performed by a certified LSBE. This written documentation shall be in the form of a notarized Schedule of LSBE Participation (Attached hereto as Exhibit "A".) For all contracts, a signed letter of intent from all certified LSBEs describing the work, material, equipment and/or services to be performed or provided by the LSBE(s) and the agreed upon dollar value shall be due with the

bid or proposal documents and included with Exhibit “A”. The certified vendor list compiled by the Contract Compliance Division, Purchasing and Contracting Department, DeKalb County Government establishes the group of Certified LSBE’s from which the bidder/proposer must solicit subcontractors for LSBE participation.

Contractors failing to meet the LSBE benchmark must document and demonstrate Good Faith Efforts in accordance with the attached “Checklist for Good Faith Efforts” portion of “Exhibit A.” Failure to achieve the LSBE benchmark or demonstrate good faith efforts may result in a bid or proposal being rejected. The notarized Schedule of LSBE Participation shall be due and submitted with each bid or proposal. Failure to complete and submit the notarized Schedule of LSBE Participation will result in a bid or proposal being rejected.

Upon award, Prime Contractors are required to submit a report detailing LSBE/Sub-Contractor usage with each request for payment and not less than on a monthly basis. Prime Contractors are also required to certify that all sub-contractors have been paid within seven (7) days of the Prime’s receipt of payment from the County. Failure to provide requested reports/documentation may constitute a material breach of contract, entitling the County to terminate the Contract for default or pursue other remedies. LSBE sub-contractors must submit a detailed report of their sub-contracting activity for each County contract they participate in. Sample Report Forms are attached as Exhibit C.

For eligible bids over \$5,000,000.00, The Director of Purchasing and Contracting or designee will determine if the Mentor-Protégé provision of the Ordinance will apply.

It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts, including Local Small Business Enterprises (LSBE), Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). To achieve this purpose, the County would like to track and record information about participating vendors. The attached “Exhibit A,” also records who performs work and renders services to the County. Contractors are requested to indicate whether they are a LSBE, MBE or WBE and list the level of participation by subcontractors designated as such on each solicitation.

“EXHIBIT A”

**SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION
MINORITY/WOMEN BUSINESS ENTERPRISE OPPORTUNITY TRACKING FORM**

As specified, Bidders and Proposers are to present the details of LSBE, MBE AND WBE participation below:

PRIME BIDDER/PROPOSER _____ SOLICITATION NUMBER: RFP No. 16-500395

TITLE OF UNIT OF WORK – Services and Instruction for Dislocated Workers

1. My firm, as the prime bidder/proposer on this unit of work, is a certified (check all that apply):
____LSBE-DeKalb ____LSBE-MSA ____MBE ____WBE.
2. If you are a Certified LSBE, MBE or WBE, please indicate below the portion of work (including the percentage of the amount bid/proposal) that your firm will carry out directly: _____.
3. If the prime bidder/proposer is a joint venture, please describe below the nature of the joint venture and level of work and financial participation to be provided by the LSBE, MBE or WBE joint venture firm.

4. List the LSBE, MBE, and/or WBE subcontractors and/or firms (including suppliers) to be utilized in this contract, if awarded. No changes can be made in the subcontractors listed below without the prior written approval of the County. Copy the following page and list additional subcontractors, if necessary. Please attach a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed and/or provided and the agreed upon dollar value. A Letter of Intent form is attached hereto as Exhibit “B”.

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA/MBE/WBE	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA/MBE/WBE	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA/MBE/WBE	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA/MBE/WBE	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

DEKALB COUNTY
CHECKLIST FOR GOOD FAITH EFFORTS

A bidder/proposer that does not meet the County's LSBE participation benchmark is required to demonstrate that it made "good faith efforts." Please indicate whether or not any of these actions were taken:

	Yes	No	Description of Actions
1.			Advertisement for solicitation of Local Small Business Enterprises in general circulation media, trade association publications, and minority-focus media, to provide notice of sub-contracting opportunities.
2.			Advertisement in general circulation media at least seven (7) calendar days prior to bid or proposal opening any and all sub-contractor opportunities. Proof of advertisement must be submitted with the bid or proposal.
3.			Provided interested LSBEs with timely, adequate information about the plans, specification, and other such requirements of the contract to facilitate their quotation and conducted follow up to initial solicitations.
4.			Provided written notice to LSBEs that their interest in sub-contracting opportunities or furnishing supplies is solicited. Provide a contact log showing the name, address, email and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, the name and title of the person making the effort and the amount of the quoted price if one was obtained.
5.			Efforts were made to divide the work for LSBE subcontracting areas likely to be successful and to identify portions of work available to LSBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a bidder/proposer to perform the contract work with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting.
6.			Efforts were made to assist potential LSBE

			subcontractors meet bonding, insurance, or other governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that the LSBE could not readily and economically obtain them in the marketplace.
7.			Utilization of services of available minority community organizations, minority contractor groups and other organizations that provide assistance in the recruitment and placement of LSBEs.
8.			Communication with the Contract Compliance Division seeking assistance in identifying available LSBEs.
9.			Explored Joint venture opportunities.
10.			Other Actions (specify):

Please explain all “no” answers above (by number):

This list is a guideline and by no means exhaustive. The County will review these efforts, along with other documents, to assess the bidder/proposer’s efforts to meet the County’s LSBE Participation benchmark. If you require assistance in identifying certified, bona fide LSBEs, please contact the Purchasing and Contracting Department, Contract Compliance Division at 404.371.4795. A copy of the list of LSBEs certified by the DeKalb County Government, Purchasing and Contracting Department, Contract Compliance Division is available on our website at <http://www.dekalbcountyga.gov/>.

**DEKALB COUNTY LOCAL SMALL BUSINESS ENTERPRISE
SCHEDULE OF PARTICIPATION
MINORITY/WOMEN BUSINESS ENTERPRISE OPPORTUNITY TRACKING FORM**

Bidder/Proposer Statement of Compliance

Bidder(s)/Proposer(s) hereby state that they have read and understand the requirements and conditions as set forth in the objectives and that reasonable effort were made to support the County in providing the maximum practicable opportunity for the utilization of LSBEs consistent with the efficient and economical performance of this contract. The Bidder and any subcontractors shall file compliance reports at reasonable times and intervals with the County in the form and to the extent prescribed by the Director of DeKalb County Purchasing and Contracting Department. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of Contractors and their subcontractors.

1. Non-Discrimination Policy

- a. During the performance of this agreement, Contractor agrees to conform to the following Non-Discrimination Policy adopted by the County.
- b. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor will take action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following:
 - (1) Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth provisions of this non-discrimination clause.
 - (2) Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.
- c. Without limiting the foregoing, Contractor shall not discriminate on the basis of disability in the admission or access to, or treatment or employment in, the programs and activities, which form the subject of the contract. The Contractor will take action to ensure that applicants for participation in such programs and activities are considered without regard to disability. Such action shall include, but not be limited to, the following:
 - (1) Contractor agrees to post in conspicuous places available to participants in its programs and activities notices to be provided setting forth the provisions of this non-discrimination clause.
 - (2) Contractor shall, in all solicitations or advertisements for programs or activities, which are the subject of the contract, state that all qualified

applicants will receive consideration for participation without regard to disability.

2. **Commitment**

The undersigned certifies that he/she has read, understands, and agrees to be bound by the bid specifications, including the accompanying Exhibits and other terms and conditions of the Invitation to Bid and/or Request for Proposal regarding LSBE utilization. The undersigned further certifies that he/she is legally authorized by the bidder or responder to make the statements and representations in Exhibit A and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with the LSBE(s) listed in this Exhibit A, which are deemed by the owner to be legitimate and responsible LSBEs. Said agreement(s) shall be for the work and contract with the County. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the successful Bidder (i.e., Contractor) to implement any of the stated agreements, intentions, objectives, goals and commitments set forth herein without prior approval of the County, then in any such events the contractor's act or failure to act, as the case may be, shall constitute a material breach of contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies the County may have for other defaults under the Contract. Additionally, the Contractor will be subject to the loss of any future contract awards by the County for a period of one year.

Firm Name (Please Print):

Firm's Officer:

(Authorized Signature and Title Required)

Date

Sworn to and Subscribed to before me this___ day of_____, 201___.

Notary Public

My Commission

Expires:_____

**“EXHIBIT B”
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
PROVIDING MATERIALS OR SERVICES**

Instructions:

1. Complete the form in its entirety and submit with bid documents.
2. Please be advised that LSBEs cannot be removed from a project without pre-approval from Contract Compliance.
3. Executed contracts between the Prime and LSBEs must be submitted with the bid documents. Such contracts shall include a statement that the contract will become effective only upon approval of the contract between the County and the Prime.

To: _____
(Name of Prime Contractor Firm)

From: _____ ☐ **LSBE –DeKalb** ☐ **LSBE –MSA** ☐ **MBE** ☐ **WBE**
(Name of Subcontractor Firm) (Check all that apply)

RFP Number: 16-500395

Project Name: Services and Instruction for Dislocated Workers

The undersigned subcontractor is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided).

Description of Materials or Services	Project Commence Date	% of Contract Award	Estimated Dollar Amount

Prime Contractor

Sub-contractor

Signature: _____ **Signature:** _____

Title: _____ **Title:** _____

Date: _____ **Date:** _____



PRIME CONTRACTOR LSBE UTILIZATION REPORT
Please complete a separate form for each contract.

This report **must** be submitted with each request for payment, and not less than monthly, along with a copy of your monthly invoice (schedule of values/payment application) to the Contract Compliance Division. Failure to comply **may** result in the County commencing proceedings and/or pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by DeKalb County.

PRIME CONTRACTOR		Contract Award Amount	Complete to Date
Name:			
Address:			
Telephone #:		Fax #	Email

REPORTING PERIOD: (From - To)	
PROJECT NAME:	
ITB/RFP NUMBER:	
CONTRACT NUMBER:	
PROJECT LOCATION:	

ANY CHANGE ORDER AMOUNT AFFECTING SUB-CONTRACTOR UTILIZATION: \$
 AMOUNT OF REQUESTION THIS PERIOD: \$
 TOTAL AMOUNT REQUESTIONED TO DATE: \$
 SUB-CONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Amount of Sub-Contract	Amount Paid This Period	Amount Paid To Date

Executed By: _____ Date: _____
 (Signature) (Printed Name)

Return Completed Form to:
 Contract Compliance Division, DeKalb County Purchasing and Contracting
 1300 Commerce Drive 2nd Floor, Decatur, Georgia 30030
 404-371-4795(phone) 404-371-2511 (fax)



LSBE SUB-CONTRACTOR REPORT

Please complete a separate form for each contract.

This report **must** be submitted by the 10th of each month, along with a copy of your monthly invoice and copies of any checks/payments to the Contract Compliance Division. Failure to comply **may** result in de-certification and the denial of participation in any future contracts awarded by DeKalb County.

SUB – CONTRACTOR		Sub-Contract Award Amount	% Completed to Date
Name:			
Address:			
Telephone #:		Fax#	Email

PRIME CONTRACTOR:	
CONTRACT NUMBER:	
ITB/RFP NUMBER:	
PROJECT LOCATION:	

ANY CHANGE IN AMOUNT AFFECTING SUB-CONTRACTOR UTILIZATION: \$

Date of Work	Description of Work	Current Amount Invoiced	Amount Paid To Date	Outstanding Payments/Past Due Amount
TOTALS				

Return Completed Form to:
Contract Compliance Division, DeKalb County Purchasing and Contracting
1300 Commerce Drive 2nd Floor, Decatur, Georgia 30030
404-371-4795(phone) 404-371-2511 (fax)

ATTACHMENT F

SAMPLE COUNTY CONTRACT

ATTACHMENT K

SAMPLE STANDARD COUNTY CONTRACT

AGREEMENT FOR PROFESSIONAL SERVICES

DEKALB COUNTY, GEORGIA

PROJECT NO. 16-500395

THIS AGREEMENT made as of this ____ day of ____, 20__, (hereinafter called the “execution date”) by and between DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the “County”), and _____, an _____ organized and existing under the laws of the State of _____, with offices in _____ County, _____ (hereinafter referred to as “Contractor”), shall constitute the terms and conditions under which the Contractor shall provide Professional Engineering And Design Services For Public Works Stormwater Drainage Repair And Improvement Projects) in DeKalb County, Georgia.

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein set forth, the County and the Contractor hereby agree as follows:

ARTICLE I. CONTRACT TERM

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed (“Commencement Date”). The Initial Term of this Agreement shall be for twelve (12) calendar months, beginning on the Commencement Date. This annual contract comes with two (2) options to renew. Prior to the expiration of the Initial Term, the parties have the option to renew this agreement for a First annual Renewal Term of twelve (12) calendar months. Prior to the expiration of the First Annual Renewal Term, the parties have the option to renew this Agreement for a Second Annual Renewal Term of twelve (12) calendar months. Prior to the expiration of the Second Annual Renewal Term, the parties have the option to renew this Agreement for a Third Annual Renewal Term of twelve (12) calendar months. Without further action by either party, this Agreement will terminate at the end of the Initial Term or at the end of each annual renewal term, unless terminated under another provision of this Contract. Each option to

renew must be exercised prior to the beginning of each annual Renewal Term and, is only effective upon adoption and approval by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

ARTICLE II. PAYMENT

As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed _____ (\$ _____), unless changed by written Change Order in accordance with the terms of this Contract. The term “Change Order” includes the term “amendment” and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The County’s Chief Executive Officer or his/her designee shall have the authority to approve and execute all change orders to contracts up to an absolute value of 20% of the original contract, provided the total change order amount is less than \$100,000.00. If the original contract or purchase order price does not exceed \$100,000.00, but the change order will make the total price of the contract exceed \$100,000.00, then the change order requires approval by official action of the Governing Authority. Change orders to contracts that did not require official action of the Governing Authority upon the original execution thereof and which amend the scope of work, term, time and/or total cost not exceeding \$100,000.00, may be approved by the Chief Executive Officer or his designee(s) in the same manner as the original contract. Amounts paid to the Contractor shall comply with and not exceed Attachment 1, the Contractor’s Cost Proposal, consisting of _____ page(s) attached hereto and incorporated herein by reference. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

Invoice(s) must be submitted as follows:

- A. A copy of the invoice(s) must be submitted to:
(Insert User Department Information Here)
Attention:

- B. A copy of the invoice(s) must be submitted with completed Prime Contractor LSBE (Local Small Business Enterprise) Utilization Report and LSBE Sub-Contractor Report to:

Contract Compliance Division
DeKalb County Purchasing & Contracting
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030

ARTICLE III. SCOPE OF WORK

The Contractor agrees to provide all services in accordance with the County's Request for Proposals (RFP) No. 16-500395 Services and Instruction for Dislocated Workers, attached hereto as Appendix I and incorporated herein by reference, and the Contractor's response thereto, attached hereto as Appendix II and incorporated herein by reference.

The Contractor's services shall include all things, personnel, and materials necessary to accomplish specific projects authorized by the County. Specific Detailed Work Plans will have precedence over any interpretation within the Contract.

ARTICLE IV. GENERAL CONDITIONS

A. Accuracy of Work. The Contractor shall be responsible for the accuracy of the Work and any error and/or omission made by the Contractor in any phase of the Work under this Agreement.

B. Additional Work. The County shall in no way be held liable for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract. The County may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by the County unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which event the Contractor shall give the County written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed Change Order from the County. No extra cost or extension of time shall be allowed unless approved by the County and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The County shall not be liable for payment for any work performed under this section which has not first been

approved in writing by the County in the manner required by applicable law and/or the terms of this Contract.

C. Ownership of Documents. All documents, including drawings, estimates, specifications, and data are and remain the property of the County. The Contractor agrees that the County may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Contractor and without any payment of any monies to the Contractor therefore. However, any reuse of the documents by the County on a different site shall be at its risk and the Contractor shall have no liability where such documents are reused.

D. Successors and Assigns. The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the County. If the County consents to any such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the County and any person, or entity or than Contractor.

E. Reviews and Acceptance. Work performed by the Contractor shall be subject to review and acceptance in stages as required by the County. Acceptance shall not relieve the Contractor of its professional obligation to correct, at his own expense, any errors in the Work.

F. Termination of Agreement. The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. The County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract by delivering to the Contractor, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least thirty (30) days prior to the effective date of termination. If Contractor's services are terminated by the County, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Contract before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the County. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This

Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

G. Indemnification Agreement. The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the County indemnities," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the County indemnities, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnities against claims, actions, or expenses based upon or arising out of the County Indemnities' sole negligence. As between the County indemnities and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County indemnities from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnities', where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or

personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

H. Insurance. Prior to commencing work, Contractor shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Contractor. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than "A" (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Contractor. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:
 - (a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
 - (b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
 - (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
 - (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$500,000.
 - (e) Umbrella or Excess Insurance is acceptable to meet the minimum limits whenever there is an insurer licensed to do business in Georgia which is providing at least the first \$100,000 of primary coverage.
 - (f) Fidelity Bond in the total amount of the Agreement.
2. Certificates of Insurance must be executed in accordance with the following provisions:

- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
- (b) Certificates to contain the location and operations to which the insurance applies;
- (c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
- (d) Certificates to contain Contractor's contractual liability insurance coverage;
- (e) Certificates are to be **issued** to:

**DeKalb County, Georgia
Director of Purchasing & Contracting
The Maloof Center, 2nd Floor
1300 Commerce Drive
Decatur, Georgia 30030**

3. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
4. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
5. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage.
6. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
7. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
8. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be

responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

I. Georgia Laws Govern. The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

J. Venue. This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

K. Contractor and Subcontractor Evidence of Compliance; Federal Work Authorization. Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as Attachment 2. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment 3. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment 4.

L. County Representative. The County may designate a representative through whom the Contractor will contact the County. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the County. Payments to the Contractor shall be made only upon itemized bill submitted to and approved by said representative.

M. Contractor's Status. The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the County and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any County employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the County. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the County.

N. Georgia Open Records Act. Contractor will be expected to comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq.*

O. First Source Jobs Ordinance and Preferred Employees. The DeKalb County First Source Jobs Ordinance requires contractors or beneficiaries entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more make a good faith effort to hire DeKalb County residents for at least 50% of jobs using the First Source Registry (candidate database). The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. For more information on the First Source Jobs Ordinance requirement, please contact DeKalb Workforce Development at www.dekalbworkforce.org or 404-687-3400.

P. Business License. Contractor shall submit a copy of its current, valid business license with this Contract. If the Contractor is a Georgia corporation, Contractor shall submit a valid county or city business license. If Contractor is a joint venture, Contractor shall submit valid business licenses for each member of the joint venture. If the Contractor is not a Georgia corporation, Contractor shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Contractor holds a professional license, then Contractor shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the Contract being terminated. Contractor shall ensure that any insurance, license, permit or certificate submitted in response to the County's RFP or as part of the Contract shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.

Q. Sole Agreement. This Contract constitutes the sole contract between the County and the Contractor. The terms, conditions, and requirements of this Contract may not be modified, except by Change Order. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein. No Change Order shall be enforceable unless approved by official action of the County as provided by law or in this Contract.

R. Attachments and Appendices. This Contract includes the following Attachments and Appendices all of which are incorporated herein by reference: Attachment 1, Contractor's Cost Proposal; Attachment 2, Contractor's Affidavit; Attachment 3, Subcontractor's Affidavit(s); Attachment 4, Sub-subcontractor's Affidavit(s); Attachment 5, Certificate of Corporate Authority or Joint Venture Certificate, Appendix I, County's RFP; and Appendix II, Contractor's Response.

S. Severability. If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

T. Right to Audit. The County shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with County funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees,

agents, assigns, successors and subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the County.

U. Notices. Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the County's Chief Executive Officer and the Executive Assistant or to the Contractor or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the County's Executive Assistant or by the County to the Contractor's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to the County:

Chief Executive Officer
1300 Commerce Drive, 6th Floor
Decatur, Georgia 30030

And

Executive Assistant
1300 Commerce Drive, 6th Floor
Decatur, Georgia 30030

With a copy to: Director of the Department of Purchasing and Contracting
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030

With a copy to: Director of the Finance Department
1300 Commerce Drive, 6th Floor
Decatur, Georgia 30030

If to the Contractor:

With a copy to:

U. Counterparts. This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Contract.

V. Controlling Provisions. The Contract for this Project shall govern the Work. If any portion of the Contract shall be in conflict with any other portion, the various documents comprising the Contract shall govern in the following order of precedence: Contract, Change Orders or modifications issued after execution of the Contract; the provisions of the County's RFP; and the Contractor's Response thereto.

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative.

CONTRACTOR'S LEGAL NAME

DEKALB COUNTY, GEORGIA

By: _____(SEAL)

Signature

Name (Typed or Printed)

Title

Federal Tax I.D. Number

by Dir.(SEAL)

LEE MAY
Interim Chief Executive Officer
DeKalb County, Georgia

Date

ATTEST:

ATTEST:

Signature

Name (Typed or Printed)

Title

BARBARA H. SANDERS, CCC, CMC
Clerk of the Chief Executive Officer
and Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

Department Director

County Attorney Signature

County Attorney Name (Typed or Printed)

ATTACHMENT G

RESPONDER AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the responder submitting a bid to DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended].

Responder's Name

Federal Work Authorization
Enrollment Date

BY: Authorized Officer or Agent

Title of Authorized Officer or Agent of Bidder

Identification Number

Printed Name of Authorized Officer or Agent

Address (*do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

Notary Public

My Commission Expires: _____

ATTACHMENT H



DeKalb Workforce Development
Where Workforce Comes Together

First Source Jobs Ordinance Acknowledgement

Contract No. _____

The DeKalb County First Source Ordinance requires contractors or beneficiaries of eligible projects entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more to make a good faith effort to hire DeKalb County residents for at least 50% of jobs created using the First Source Registry (candidate database) within one hundred twenty (120) days of contract execution. The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. All contractors will be asked to submit copies of active payroll registers on a monthly basis to verify compliance. The undersigned acknowledges and agrees to comply with the provisions of the DeKalb County First Source Jobs Ordinance.

CONTRACTOR OR BENEFICIARY INFORMATION:

Contractor or Beneficiary Name (Signature)

Contractor or Beneficiary Name (Printed)

Title

Telephone

Email

Name of Business

Please answer the following questions:

1. How many job openings do you anticipate filling related to this contract? _____
2. How many incumbents/existing employees will retain jobs due to this contract?
DeKalb Residents: _____ Non-DeKalb Residents: _____

Please return this form to Workforce Development, fax (404) 687-4099 or email to dblake@dekalbcountyga.gov.

♦ (404) 687-3400 ♦ www.dekalbworkforce.org
DeKalb Workforce Development is a 501(c) 3 non - profit organization
An Equal Opportunity Employer/Program

ATTACHMENT I

PREFERRED EMPLOYEE TRACKING FORM

Name of Proposer: _____

Address: _____

Email: _____

Phone Number: _____

Fax Number: _____

Do you anticipate hiring from the Workforce Development Preferred Employee Candidate Registry: Yes or No (*Circle which applies.*)

If so, approximate number of employees you anticipate hiring: _____

Type of Employee(s) or Position(s) you anticipate hiring:	The # you anticipate hiring:

Exhibit 1

CONTRACT PROVISIONS UNDER WIOA



CHANGES TO CONTRACT PROVISIONS UNDER WIOA

Purpose: This Technical Assistance Guide has been created to provide guidance in developing policy and procedures regarding Contract Provisions and Assurances under the Uniform Administrative Guidance/Workforce Innovation and Opportunity Act (WIOA). Adherence to a comprehensive policy and procedures will ensure the proper use of federal funds authorized under WIOA.

Intended Audience: Local Workforce Development Board (LWDB) members, Local Workforce Development Area (LWDA) Executive Directors, Finance Directors and employees.

Introduction: The Workforce Innovation and Opportunity Act took effect on July 1, 2015. **While this particular technical assistance guide will address the changes under the new Uniform Guidance, please refer to the previous Contract Technical Assistance Guide for a complete listing of provisions and items that should be included in the contract and in the contract file.** Federal award recipients must agree to comply with the applicable laws and regulations related to the program and its agency as a condition of receiving Federal awards or grants.

Federal Regulation: §200.326 Contract Provisions The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

Appendix II to Part 200 —Contract Provisions for Non -Federal Entity Contracts Under Federal Awards (*changes highlighted)

In addition to other provisions required by the Federal agency or non -Federal entity, all contracts made by the non - Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold **currently set at \$150,000**, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non -Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, **all contracts** that meet the definition of "federally assisted construction contract" in 41 CFR Part 60 -1.3 must include the equal opportunity clause provided under 41 CFR 60 -1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964 -1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis -Bacon Act, as amended (40 U.S.C. 3141 - 3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non -Federal entities must include a provision for compliance with the Davis -Bacon Act (40 U.S.C. 3141 -3144, and 3146 - 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non -Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non -Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti -Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non -Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 -3708). Where applicable, all contracts awarded by the non -Federal entity **in excess of \$100,000** that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Copies formatted for printing are available at: www.maximus.com/higher-education/omb-uniform-guidance 83 Copies formatted for printing are available online at: Page 84 <http://www.maximus.com/our-services/education/higher-education/omb-uniform-guidance> Part 5). Under 40 U.S.C.

3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401 -7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 -1387), as amended —Contracts and subgrants of amounts **in excess of \$150,000** must contain a provision that requires the non - Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 -7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 -1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) **Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).**

(I) Debarment and Suspension (Executive Orders 12549 and 12689) —A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti -Lobbying Amendment (31 U.S.C. 1352) — Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies

to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non -Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non - Federal award .

(K) See §200.322 Procurement of recovered materials.

§200.322 Procurement of recovered materials. A non -Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Additional items under the new Uniform Guidance:

1. LWDA's must include an EEO notice in all recruiting materials. As the recipient of WIOA funds, you must ensure that proper notice is provided stating that all applicants – including people with disabilities, people with limited English proficiency, and people who are part of groups that may face discrimination such as transgender individuals, pregnant women, or people with medical conditions – have access to activities offered through the One-Stop workforce development system. (WIOA Section 188 and 29 CFR §37.4)
2. USDOL requires intellectual property developed under a competitive Federal award process to be licensed under a Creative Commons Attribution license. This license allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and requires such users to attribute the work in the manner specified by the grantee. (2 CFR § 2900.13)
3. The distinction must be made between subrecipients and vendors, and clearly identified as such in the terms of the contract. (2 CFR § 200.330)

4. Please examine the requirements closely, as not every provision may apply to the contract under review. If you are unsure, it is better to include an unrequired provision than fail to include a required one.
5. For certain grants, the terms and conditions may identify additional requirements.

For further questions, contact:

Georgia Department of Economic Development, Workforce Division

404-962-4005

WIADrawdown@georgia.org